

**SERIAL 05038 - IGA TRAFFIC COUNTS**

**#00-30**

**CONTRACT PERIOD BEGINNING March 08, 2005 ENDING July 11, 2005**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **TRAFFIC COUNTS**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the **City of Glendale #00-30**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) S016101, B0700138.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



**TABULATION**  
**Materials Management**  
**Invitation For Bid 00-30**  
**Traffic Counts**

<i><b>Bidders</b></i>	<i><b>Total Cost</b></i>
<b>Option One</b> <b>Traffic Research &amp; Analysis Inc.</b> Monday 12:00 AM through Friday 11:59 PM Traffic Counting Period	\$35,200
<b>Option Two</b> <b>Traffic Research &amp; Analysis Inc.</b> Monday 12:00 PM Noon through Friday Noon 12:00 PM Traffic Counting Period	\$37,850
<b>Option Three</b> <b>Traffic Research &amp; Analysis Inc.</b> Tuesday 12:00 AM through Thursday 11:59 PM Traffic Counting Period	\$40,500

SECTION FOUR  
OFFER SHEET

CITY OF GLENDALE  
Materials Management

Solicitation Number: IFB 00-30

4.1 **OFFER** Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

*Susan S. Medland*

Printed Name

*President*

Title

*(602) 840-1500*

Telephone Number

Company's Legal Name

*Traffic Research & Analysis, Inc.*  
*3844 E. Indian School Rd.*

Address

*Phoenix, AZ 85018*

City, State & Zip Code

*(602) 840-1577*

FAX Number

FEDERAL TAXPAYER ID NUMBER:

*86-0624442*

This number will be in the format of xx-xxxxxxx or xxx-xx-xxxx, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.

The current Federal Income Tax Law requires that you as a Payee provide a Payor with your Taxpayer Identification Number (TIN) or be subject to withholding tax at a rate of twenty percent (20%) plus certain penalties. The City of Glendale will not process a payment for more than eighty percent (80%) of the amount due until we have this completed information in our files. The City of Glendale may not consider a bid for award received without the taxpayer identification number.

Arizona Sales Tax No. \_\_\_\_\_

Tax Rate \_\_\_\_\_

City of Glendale Sales Tax No. \_\_\_\_\_

Payment Terms *Net 30 Days*

Bidder certifies it is a: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation ☒

Minority or woman owned business: Yes ☒ No \_\_\_\_\_



City of Glendale, Arizona

# Council Communication

CC NO:

DATE:

TO: Honorable Mayor and City Council

FROM: Martin Vanacour, City Manager

SUBJECT: AWARD OF BID 00-30, TRAFFIC COUNTS

## SUMMARY

Traffic Research & Analysis Inc. (TRA) submitted three separate bids to provide traffics counting and data collection services for the City of Glendale on an on-call, as needed basis. Traffic counts and speed studies are performed to determine traffic levels and vehicle speeds traveling on residential, collector, and arterial streets. This information is used to respond to citizen concerns about traffic levels and vehicle speeds on residential streets, requests for STOP signs, and requests for new traffic signals.

The difference in cost of the three proposals is based on what days of the week the City wants TRA to conduct the traffic counts. The Transportation Department has determined that the Monday Noon through Friday Noon traffic counting period best meets the City's needs and would be the most beneficial to the City based on the data collected and cost.

TRA has been providing traffic counts to the City since 1994. TRA has been the only company in Arizona to provide this service and respond to past Request for Proposals. A company in based in California named Southland Car Counters did contact the Transportation Department about this service but that company does not have the staff or equipment in Arizona at this time to perform traffic counts and did not respond to the Request for Proposals.

**Subject:**

**PAGE NO:**

**CC NO:**

**DATE:**

The contract shall begin upon approval by the City Council and continue for one year. The bid specifications contain an option clause that will permit the City, at the discretion of the City Manager, to extend this agreement for four additional years in one year increments. Funding is available in the Transportation Department's Operating Budget account #12-6326-7330.

**RECOMMENDATION**

Award the contract for traffic counts to Traffic Research & Analysis Inc. in the amount not to exceed \$37,850 taxes included.

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Martin Vanacour  
City Manager

SECTION FIVE  
PRICE SHEET

CITY OF GLENDALE  
Materials Management

Solicitation Number: IFB 00-30

5.1 PRICE

Contractor shall provide all labor, materials, and equipment necessary for traffic counts, classification studies, and speed studies, in accordance with the specifications and provisions.

These are five categories that the traffic counts and speed studies fall under. The City estimates approximately 545 traffic counts will be done each year.

1. 48 hour speed or classification study (two direction).

Cost \$ 80.00

2. 48 hour traffic count (one-direction).

Cost \$ 60.00

3. 48 hour traffic count (two-direction).

Cost \$ 60.00

4. Four-day traffic count (Thursday, Friday, Saturday, and Sunday) traffic count and speed study (two-direction).

Cost \$ 150.00

5. Manual turning movement count (two-hour).

Cost \$ 110.00

**SECTION FIVE  
PRICE SHEET**CITY OF GLENDALE  
Materials Management**Solicitation Number: IFB 00-30****5.1 PRICE**

Contractor shall provide all labor, materials, and equipment necessary for traffic counts, classification studies, and speed studies, in accordance with the specifications and provisions.

These are five categories that the traffic counts and speed studies fall under. The City estimates approximately 545 traffic counts will be done each year.

1. 48 hour speed or classification study (two direction).

Cost \$ 75.<sup>00</sup>

2. 48 hour traffic count (one-direction).

Cost \$ 55.<sup>00</sup>

3. 48 hour traffic count (two-direction).

Cost \$ 55.<sup>00</sup>

4. Four-day traffic count (Thursday, Friday, Saturday, and Sunday) traffic count and speed study (two-direction).

Cost \$ 150.<sup>00</sup>

5. Manual turning movement count (two-hour).

Cost \$ 110.<sup>00</sup>

## VENDOR LIST

### IFB 00-30 TRAFFIC COUNTS

[illegible]



***TRAFFIC RESEARCH & ANALYSIS, INC.*****CITY OF GLENDALE IFB 00-30****FOR CATEGORIES 1, 2, 3, and 5**

This offer is based on The City of Glendale accepting a weekly traffic counting period for data collection by Traffic Research & Analysis, Inc. personnel from Monday at 2400 (midnight) to Thursday at 2400 (midnight).

\$ 40,500  
\$ 37,800  
\$ 35,200  

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TRAFFIC RESEARCH &amp; ANALYSIS, INC.®

*Specializing in Traffic Data Collection*

June 12, 2000

Mr. Brian Guzzi  
Materials Management  
City of Glendale  
6829 North 58<sup>th</sup> Drive, Suite 202  
Glendale, AZ 85301-2599

**RE: CITY OF GLENDALE; IFB NUMBER 00-30**

Dear Mr. Guzzi:

Traffic Research and Analysis, Inc. (TRA) is pleased to submit this proposal for The City of Glendale's consideration. We have assembled a dedicated staff with the necessary skills and experience to provide the City of Glendale with a computerized database of accurate traffic machine counts and manual turning movement counts.

Traffic Research and Analysis, Inc. is a certified DBE firm and specializes in traffic data collection with expertise in both machine and manual traffic counts. Since its inception in 1989, TRA has established a reputation for providing traffic data in a timely and cost effective manner. We firmly believe that accurate and reliable traffic data is the foundation upon which transportation planning, management and design are based. Our focus on quality data has earned TRA a respected reputation with such Arizona public clients as the Maricopa Association of Governments (MAG), the Arizona Department of Transportation (ADOT), the cities of Gilbert, Phoenix, Mesa, Chandler, Tempe, Casa Grande, and Oro Valley, as well as the **City of Glendale**. TRA has provided data collection services to the City of Glendale on an annual on-call basis since 1994.

Per your request, TRA is pleased to provide the City of Glendale with a cost estimate for data collection for the five categories in your IFB. We feel confident that we can meet the City's schedule requirements of data delivery based on our available machine inventory of 350 counters, a field crew of 7 persons, our past history with the City of Glendale, and our experience with other projects of this size and scope.

Should you have any further questions, please do not hesitate to contact me at (602)840-1500.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan S. Medland', is written over a horizontal line.

Susan S. Medland, President  
TRAFFIC RESEARCH & ANALYSIS, INC.

Attachment:

SECTION FIVE  
PRICE SHEET

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

**5.1 PRICE**

Contractor shall provide all labor, materials; and equipment necessary for traffic counts, classification studies, and speed studies, in accordance with the specifications and provisions.

These are five categories that the traffic counts and speed studies fall under. The City estimates approximately 545 traffic counts will be done each year.

1. 48 hour speed or classification study (two direction).

Cost \$ 85.<sup>00</sup>

2. 48 hour traffic count (one-direction).

Cost \$ 65.<sup>00</sup>

3. 48 hour traffic count (two-direction).

Cost \$ 65.<sup>00</sup>

4. Four-day traffic count (Thursday, Friday, Saturday, and Sunday) traffic count and speed study (two-direction).

Cost \$ 150.<sup>00</sup>

5. Manual turning movement count (two-hour).

Cost \$ 110.<sup>00</sup>

***TRAFFIC RESEARCH & ANALYSIS, INC.***

**CITY OF GLENDALE IFB 00-30**

**ALTERNATE OFFER #1 for CATEGORIES 1, 2, 3, and 5**

This offer is based on The City of Glendale accepting a weekly traffic counting period for data collection by Traffic Research & Analysis, Inc. personnel from **Monday at 1200 (12:00pm) to Friday at 1200 (12:00pm).**

TRA<sup>®</sup>  
TRAFFIC RESEARCH & ANALYSIS, INC.*Specializing In Traffic Data Collection*

June 12, 2000

Mr. Brian Guzzi  
Materials Management  
City of Glendale  
6829 North 58<sup>th</sup> Drive, Suite 202  
Glendale, AZ 85301-2599

**RE: CITY OF GLENDALE; IFB NUMBER 00-30 (Alternate Offer #1)**

Dear Mr. Guzzi:

Traffic Research and Analysis, Inc. (TRA) is pleased to submit this proposal for The City of Glendale's consideration. We have assembled a dedicated staff with the necessary skills and experience to provide the City of Glendale with a computerized database of accurate traffic machine counts and manual turning movement counts.

Traffic Research and Analysis, Inc. is a certified DBE firm and specializes in traffic data collection with expertise in both machine and manual traffic counts. Since its inception in 1989, TRA has established a reputation for providing traffic data in a timely and cost effective manner. We firmly believe that accurate and reliable traffic data is the foundation upon which transportation planning, management and design are based. Our focus on quality data has earned TRA a respected reputation with such Arizona public clients as the Maricopa Association of Governments (MAG), the Arizona Department of Transportation (ADOT), the cities of Gilbert, Phoenix, Mesa, Chandler, Tempe, Casa Grande, and Oro Valley, as well as the **City of Glendale**. TRA has provided data collection services to the City of Glendale on an annual on-call basis since 1994.

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Should you have any further questions, please do not hesitate to contact me at (602)840-1500.

Sincerely,

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Susan S. Medland, President  
TRAFFIC RESEARCH & ANALYSIS, INC.

Attachment: Alternate Offer #1



# **CITY OF GLENDALE**

## **MATERIALS MANAGEMENT INVITATION FOR BID**

**SOLICITATION NUMBER:** IFB 00-30

**DESCRIPTION:** Traffic Counts

**BID DUE DATE AND TIME:** June 12, 2000 AT 2:00 P.M. LOCAL TIME

**PRE BID CONFERENCE:**

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

**Bid Opening and Submittal Location:** City of Glendale  
Attn: Materials Management  
6829 North 58th Drive, Suite 202  
Glendale, Arizona 85301-2599

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the bidder's name and address clearly indicated on the envelope. Additional instructions for preparing a bid are provided within. FAX offers are not acceptable.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding  
General Terms and Conditions contact:  
**Brian Guzzi**  
**Materials Management**  
**(623) 930-2863**

For questions regarding  
Scope or Specifications contact:  
**Pete Aguilera**  
**Traffic engineering Technician**  
**(623) 930-2940**

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CITY OF GLENDALE

Materials Management

**Solicitation Number: IFB 00-30**

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SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: IFB 00-30**

**1.1 SPECIFICATIONS**

Contractor shall provide all labor, materials, and equipment necessary for traffic counts, classification studies, and speed studies. This contract will go into effect approximately July 1, 2000 through June 30, 2001.

Studies are to be done with calibrated machine counter equipment with software to provide for printed reports. One report on 8.5 x 11 inch paper is to be provided for each study. The reports will be in 60 minute increments with hourly and daily totals unless specified otherwise by a designated representative of the Transportation Department.

All counts will be checked by Contractor for count errors before delivering finished product to the City.

Upon request for service, the City requires by phone or by e-mail an estimate of when the activity is scheduled.

Finished product will be delivered to the City within one to two weeks of completed field work.

**Category**

There are five categories that the traffic counts and speed studies fall under. Please price accordingly. The City estimates that approximately five hundred forty-five traffic counts will be done each year.

1. 48 hour speed or classification study (two-direction).
2. 48 hour traffic count (one-direction).
3. 48 hour traffic count (two-direction).
4. Four-day (Thursday, Friday, Saturday, and Sunday) traffic count and speed study two-direction.
5. Manual turning movement counts (two hour).

The majority of the category 2 counts will be on the arterial street system during the normal fall counting period (September, October, November). The other types of counts will usually be on residential streets throughout the year.



SECTION ONE  
**SPECIFICATIONS**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: IFB 00-30**

Following is a per year estimate of the number of counts the City anticipates in each category. These numbers are only estimates and do not obligate the City to order or accept more than the City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Category 1 - 200  
Category 2 - 300  
Category 3 - 30  
Category 4 - 10  
Category 5 - 5

SECTION TWO  
**TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: IFB 00-30**

**2.1    RETURN OF BID** *Two (2)* entire sets of the bid package shall be submitted, one containing all original documents and marked "original." All responses shall incorporate by reference the Scope/Specifications, Terms and Conditions, General Instructions and Conditions, and any attachments.

**2.2    PREPARATION OF BID PACKAGE** Only the following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

**2.2.1    OFFER SHEET**, Section Four

**2.2.2    PRICE SHEET**, Section Five

**2.2.3    ADDENDUM**, Return all addenda

**2.2.4    SPECIFICATIONS**, Information requested in Section One and Two

**2.3    PRICE** All prices quoted shall be firm and fixed for the specified contract period.

**2.4    TERM OF AGREEMENT** The term of agreement for this Bid shall be for a one year initial period.

**2.5    OPTION TO EXTEND** The City may, at it's option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

**2.6    INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Works' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State

SECTION TWO  
**TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: IFB 00-30**

of Arizona, Department of Insurance to transact business within the State. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Contractor(s) Protective	
Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective	\$500,000 each accident
Property damage	\$500,000 aggregate
Contractual Bodily Injury	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Contractual property damage	\$500,000 aggregate
Automobile bodily injury & property damage	\$1,000,000 each occurrence

**2.7 WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-

SECTION TWO  
**TERMS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: IFB 00-30**

contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

**2.8     PERMITS** Contractor shall be responsible for obtaining any and all permits required.

SECTION THREE  
**GENERAL INSTRUCTIONS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

**3.1    TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

**3.2    ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

**3.3    EFFECTIVE PERIOD OF OFFER** This offer shall remain in effect for a period of ninety (90) calendar days from the bid opening date and is irrevocable.

**3.4    PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

**3.5    UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

**3.6    BID ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any bidder errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed in ink by the individual signing the bid. No corrections will be permitted after the offers have been opened.

**3.7    BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level, and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

**3.8    RESTRICTIVE BID PROVISIONS** If specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Buyer at least five (5) days prior to the bid opening. All offerors will be notified by an addendum to the solicitation of any approved changes.

**3.9    DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

SECTION THREE  
**GENERAL INSTRUCTIONS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management  
**Solicitation Number: IFB 00-30**

**3.10 TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

**3.11 SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

**3.12 M.S.D.S.** Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering the City workplace with hazardous materials will supply the City with a M.S.D.S. covering those particular products the contractor may expose City employees or the general public to while working at the site.

**3.13 INDEMNIFY AND HOLD HARMLESS** Contractor agrees to indemnify, defend and hold harmless the City against; (1) any and all losses, claims, damages, law suits and liabilities for any personal injury, death, or property damage arising out, or as a consequence of, any work performed pursuant to the contract; (2) any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney(s) fees; and (3) any and all penalties and damages incurred by reason of contractor's failure to obtain any required permit or license, or comply with any applicable laws, ordinances, or regulations. Contractor shall hold the City harmless from any claimants supplying labor or materials to the contractor or sub-contractors in the performance of the work required under this contract. The City reserves the right to request the contractor to provide written certification that all liens against materials and labor have been satisfied, before City will make payment.

**3.14 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

**3.15 RESPONSIBILITY FOR CORRECTION** It is agreed that the bidder shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Bidder agrees to give the City first priority.

SECTION THREE  
**GENERAL INSTRUCTIONS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

Bidder agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and bidder further agrees to be fully responsible for any consequential damages suffered by the City.

**3.16 WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The bidder expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

**3.17 REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

**3.18 DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

**3.19 TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

**3.20 ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Terms and Conditions; (2) Drawings and Specifications; (3) referenced documents; and (4) the General Instructions and Conditions.

**3.21 CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

**3.22 LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

**3.23 PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive bidding procedures, shall lodge that protest, in

SECTION THREE  
**GENERAL INSTRUCTIONS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

writing, with the Materials Manager prior to award by the City Council. A protest lodged after award by the City Council will not be considered.

**3.24 REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

**3.25 ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

**3.26 ADDENDA** Any change to the bid will be in the form of a numbered addendum issued by Materials Management. The addendum will be furnished to all who received the bid. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the bid. The City will not be responsible for offerors adjusting their bid based on oral or written instructions.

**3.27 SPECIAL ACCOMMODATIONS** Please contact Materials Management at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

**3.28 BID IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed or identified.

**3.29 BID TABULATION** A printed copy of the bid tabulation will be available upon written request to Materials Management. Oral requests will not be accepted. Each request must contain a self-addressed, stamped envelope and reference the Bid title and number.

**3.30 LIABILITY** Except for the negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

**3.31 OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

**3.32 PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a



SECTION THREE  
**GENERAL INSTRUCTIONS AND CONDITIONS**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

result of this bid. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

**3.33 VENDOR PERFORMANCE** Prior bidder performance in regard to product, service, or representation of/from the bidder may be used in evaluation of this bid. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this bid. No bid will be awarded to any bidder who is in default on any contract with the City.

**3.34 FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

**3.35 NOTIFICATION OF AWARD** The successful bidder(s) will be notified by mail that their bid has been accepted by the City Council as recommended for award

**3.36 CONTRACT ADMINISTRATION** Contractor must contact the buyer for guidance or direction of matters of interpretation or problems regarding the terms, conditions or scope of this contract. Individuals of the City's using organizations may be designated as authorized representatives to place orders directly to the contractor. However, they are not authorized to change, amend or interpret the specific terms, conditions or provisions of the agreement.

**3.37 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City.

**SECTION FOUR**  
**OFFER SHEET**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

**4.1 OFFER** Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company's Legal Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

FEDERAL TAXPAYER ID NUMBER: \_\_\_\_\_

This number will be in the format of xx-xxxxxxx or xxx-xx-xxxx, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.

The current Federal Income Tax Law requires that you as a Payee provide a Payor with your Taxpayer Identification Number (TIN) or be subject to withholding tax at a rate of twenty percent (20%) plus certain penalties. The City of Glendale will not process a payment for more than eighty percent (80%) of the amount due until we have this completed information in our files. The City of Glendale may not consider a bid for award received without the taxpayer identification number.

Arizona Sales Tax No. \_\_\_\_\_

Tax Rate \_\_\_\_\_

City of Glendale Sales Tax No. \_\_\_\_\_

Payment Terms \_\_\_\_\_

Bidder certifies it is a: Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_.

Minority or woman owned business: Yes \_\_\_\_ No \_\_\_\_

**SECTION FIVE  
PRICE SHEET**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: IFB 00-30**

**5.1 PRICE**

Contractor shall provide all labor, materials, and equipment necessary for traffic counts, classification studies, and speed studies, in accordance with the specifications and provisions.

These are five categories that the traffic counts and speed studies fall under. The City estimates approximately 545 traffic counts will be done each year.

1. 48 hour speed or classification study (two direction).

Cost \$ \_\_\_\_\_

2. 48 hour traffic count (one-direction).

Cost \$ \_\_\_\_\_

3. 48 hour traffic count (two-direction).

Cost \$ \_\_\_\_\_

4. Four-day traffic count (Thursday, Friday, Saturday, and Sunday) traffic count and speed study (two-direction).

Cost \$ \_\_\_\_\_

5. Manual turning movement count (two-hour).

Cost \$ \_\_\_\_\_